

PATENT



Atty. File No. 17,586A USA

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re/

Application of

Michael M. O'Toole, Bradley S. Levin, Phillip J. Edwards,

Lee L. Xu, Joseph J. Vandenberg and Joseph Markham

Application No. 09/901,293

Group No.: Not Assigned

Filed July 9, 2001

Examiner: Not Assigned

Optoelectric Module for Multi-Fiber Arrays

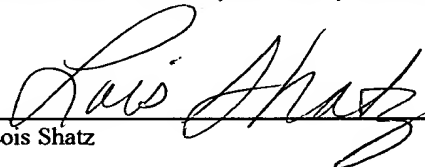
Attorney Docket No. 17,586A USA

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**Certificate of Mailing by First Class Mail**

I hereby certify that this paper (along with any referred to as being attached or enclosed) is being deposited with the United States Postal Service on the date shown below with sufficient postage as first class mail in an envelope addressed to: Office of Petitions, Attn: Kenya A. McLaughlin, Commissioner for Patents, Box DAC, Washington, DC 20231

Date: March 13, 2003

  
Lois Shatz

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Attn: Kenya A. McLaughlin  
Office of Petitions  
Commissioner for Patents  
Box DAC  
Washington, DC 20231

**DECLARATION UNDER 37 C.F.R. § 1.47(a) AND 1.137(b)**

Dear Sir:

I, Denise S. Grisack, am a paralegal from Synnestvedt & Lechner LLP working on this file, and has satisfied myself that upon information and belief, that the following statement is true and accurate, and thus declare as follows:

1. Mssrs. Bradley Levin and Joseph Vandenberg are co-inventors named in the above-identified application and are party to Intellectual Property Agreements (the "Agreements") with AMP Incorporated (now TYCO Electronics) and its affiliates.

2. True and correct copies of the Agreements are attached hereto as Exhibit A.

3. Pursuant to the Agreements, Messrs. Levin and Vandenberg have an obligation to assign to AMP Incorporated, and its successors in interest, any and all patent rights they may have in and to the above-referenced patent application. See Agreements at Paragraph 4.

4. Pursuant to Paragraph (4) of the Agreements, Mssrs. Levin and Vandenberg have an obligation to assign to AMP Incorporated, and its successors in interest, any and all patent rights they may have in and to the above-identified patent application, and to execute and deliver all proper documents necessary and attendant to domestic and foreign patent applications of Tyco Electronics.

5. Several attempts have been made to contact Mssrs. Levin and Vandenberg by correspondence and by telephone to have them execute a Declaration and Power of Attorney and an Assignment for the above-identified application to Tyco Electronics.

6. On February 28, 2002, Mssrs. Levin and Vandenberg were sent Declaration and Power of Attorneys and Assignments documents to their last known addresses via Federal Express. No response from them was received.

7. On June 4, 2002 and June 13, 2002, Mssrs. Levin and Vandenberg were sent urgent reminders via Federal Express. No response from them was received.

8. On June 25, 2002, an attempt was made to contact Mssrs. Levin and Vandenberg by telephone. A detailed voice mail message was left for both, and requests were made that they return the call. We received no return calls.

9. On December 13, 2002, I, Denise S. Grisack, made an attempt to contact Mssrs. Levin and Vandenberg via Federal Express. I sent another complete package, including application, Declaration and Power of Attorney and Assignment documents along with a prepaid return Federal Express envelope to each inventor. To date, we have received no response from Mr. Levin. Mr. Vandenberg did send back the executed Declaration and Power of Attorney and Assignment documents which are enclosed in this Declaration.

10. On December 16, 2002, I, Denise S. Grisack, made another attempt to contact Mr. Levin by telephone as a follow up to the Federal Express package sent to his last known address of 37073 Magnolia Street, #205, Newark, California 94560. A detailed voice mail message was left, and a request was made that he return the call. To date, a return call has not been received.

11. I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further, that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application, any


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patent issuing thereon, or any patent to which this Declaration is directed.

Respectfully submitted,

Dated: March 13, 2003



Denise S. Grisack

Paralegal for Synnestvedt & Lechner LLP

/dsg/nml

Enclosures

Synnestvedt & Lechner LLP  
2600 Aramark Tower  
1101 Market Street  
Philadelphia PA 19107-2950  
Telephone: (215) 923-4466  
Facsimile: (215) 923-2189

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## INTELLECTUAL PROPERTY AGREEMENT

It is recognized by the undersigned that by reason of being employed by AMP INCORPORATED (which together with any affiliated company is herein called "Company"), he or she may create or develop intellectual property (including inventions, ideas, discoveries, trade secrets and copyrightable works) resulting from or arising out of the work performed by the undersigned within the scope of his or her responsibilities, or with the Company's facilities, equipment or supplies, or resulting from his or her use or knowledge of confidential or trade secret information which is proprietary to the Company. In consideration of employment by the Company and of the special opportunities for advancement which may come from such creative work, the undersigned hereby acknowledges the sufficiency of said consideration and assumes, and will carry on his or her employment under the following continuing obligations:

- (1) During the period of said employment, the undersigned agrees to report to the Company fully and promptly in writing, all intellectual property (including inventions, ideas and discoveries, patentable or unpatentable, trade secrets and copyrightable works) which is made, developed, conceived or reduced to practice by the undersigned either solely or jointly with others resulting from or arising out of the work performed by the undersigned, within the scope of his or her responsibilities, or with the Company's facilities, equipment or supplies, or which results from his or her use or knowledge of confidential or trade secret information which is proprietary to the Company.
- (2) Upon termination of said employment, for a period of two (2) years after termination, the undersigned agrees to report to the Company fully and promptly in writing, all intellectual property (including inventions, ideas and discoveries, patentable or unpatentable, trade secrets and copyrightable works) which is made, developed or conceived by the undersigned either solely or jointly with others, wherever such intellectual property reasonably results from the work performed by the undersigned during employment by the Company within the scope of his or her responsibilities, or with the Company's facilities, equipment or supplies, or results from his or her use or knowledge of confidential or trade secret information which is proprietary to the Company.
- (3) The undersigned agrees to hold all such intellectual property as described in Paragraphs (1) and (2) above for the benefit of the Company and not to assign nor attempt to assign any rights therein to anyone else.
- (4) The undersigned agrees to assign to the Company upon its request and without further compensation all rights, title and interest in such intellectual property as described in Paragraphs (1) and (2) above at any time whether during or subsequent to his or her period of said employment. The undersigned agrees to execute and deliver in a prompt manner all proper documents provided by the Company and presented to the undersigned including those necessary and attendant to domestic and foreign patent applications including but not limited to divisional, continuation, continuation-in-part, substitute and/or reissue applications, and all other instruments for the perfection of intellectual property rights including related registrations of issued patents, design patent applications and registrations, applications for utility models and industrial models and copyrights, as well as formal assignments thereof.
- (5) The Company will pay reasonable out-of-pocket expenses incurred by the undersigned in perfecting the Company's rights as they relate to assisting the Company in all proper ways in the acquisition and preservation of the rights to such intellectual property as described in Paragraph (4) above.
- (6) All of the covenants and provisions herein contained are severable; in the event that any of said covenants or provisions shall be held by any court of competent jurisdiction to be invalid or unenforceable, this agreement shall be construed as if any such invalid or unenforceable covenant or provision were not herein contained.
- (7) The undersigned covenants that there are no unpatented inventions, discoveries, ideas or information to be withheld from operation of this agreement except items as listed on the reverse side of this sheet and there approved by an authorized representative of the Company.
- (8) This agreement is separate from and does not replace or alter the Confidentiality Agreement between the Company and the undersigned.

Intending to be legally bound, the undersigned has executed this agreement on the date indicated below.

Signed Joseph J. Vandenberg (Seal)

Name (printed) JOSEPH J. VANDENBERG

Date 1/18/99

Witness Theresa Miller

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## INTELLECTUAL PROPERTY AGREEMENT

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- (1) During the period of said employment, the undersigned agrees to report to the Company fully and promptly in writing, all Intellectual property (including inventions, ideas and discoveries, patentable or unpatentable, trade secrets and copyrightable works) which is made, developed, conceived or reduced to practice by the undersigned either solely or jointly with others resulting from or arising out of the work performed by the undersigned, within the scope of his or her responsibilities, or with the Company's facilities, equipment or supplies, or which results from his or her use or knowledge of confidential or trade secret information which is proprietary to the Company.
- (2) Upon termination of said employment, for a period of two (2) years after termination, the undersigned agrees to report to the Company fully and promptly in writing, all intellectual property (including inventions, ideas and discoveries, patentable or unpatentable, trade secrets and copyrightable works) which is made, developed or conceived by the undersigned either solely or jointly with others, wherever such intellectual property reasonably results from the work performed by the undersigned during employment by the Company within the scope of his or her responsibilities, or with the Company's facilities, equipment or supplies, or results from his or her use or knowledge of confidential or trade secret information which is proprietary to the Company.
- (3) The undersigned agrees to hold all such Intellectual property as described in Paragraphs (1) and (2) above for the benefit of the Company and not to assign nor attempt to assign any rights therein to anyone else.
- (4) The undersigned agrees to assign to the Company upon its request and without further compensation all rights, title and interest in such intellectual property as described in Paragraphs (1) and (2) above at any time whether during or subsequent to his or her period of said employment. The undersigned agrees to execute and deliver in a prompt manner all proper documents provided by the Company and presented to the undersigned including those necessary and attendant to domestic and foreign patent applications including but not limited to divisional, continuation, continuation-in-part, substitute and/or reissue applications, and all other instruments for the perfection of intellectual property rights including related registrations of issued patents, design patent applications and registrations, applications for utility models and industrial models and copyrights, as well as formal assignments thereof.
- (5) The Company will pay reasonable out-of-pocket expenses incurred by the undersigned in perfecting the Company's rights as they relate to assisting the Company in all proper ways in the acquisition and preservation of the rights to such Intellectual property as described in Paragraph (4) above.
- (6) All of the covenants and provisions herein contained are severable; in the event that any of said covenants or provisions shall be held by any court of competent jurisdiction to be invalid or unenforceable, this agreement shall be construed as if any such invalid or unenforceable covenant or provision were not herein contained.
- (7) The undersigned covenants that there are no unpatented inventions, discoveries, ideas or information to be withheld from operation of this agreement except items as listed on the reverse side of this sheet and there approved by an authorized representative of the Company.
- (8) This agreement is separate from and does not replace or alter the Confidentiality Agreement between the Company and the undersigned.

Intending to be legally bound, the undersigned has executed this agreement on the date indicated below.

Signed Bradley Scott Levin (Seal)

Name (printed) Bradley Scott Levin

Date 1/18/99

Witness Christine Miller

WHITE - HUMAN RESOURCES

CANARY - EMPLOYEE

# Memo

**To:** File  
**From:** Mary D. Bertolino  
**Date:** May 9, 2002  
**Subject:** U.S. Application No. 09/901,293  
Whitaker File No. 17586A USA  
S&L File No. P24,015A USA

I called inventors Michael M. O'Toole (cell - 408-781-0008), Bradley S. Levin (650-326-5684), Phillip J. Edwards (408-578-1120) and Joseph L. Vandenberg (626-966-3068) today to request that they execute and return to us as soon as possible the Combined Declaration and Power of Attorney previously sent to them for the above-identified application.

Mr. O'Toole said that he was heading into a meeting and would have to call me back.

I left a voice mail message for Mr. Levin.

I left a voice mail message for Mr. Edwards.

I left a message with Mrs. Vandenberg who said that she would give the message to Mr. Vandenberg and have him return the call.